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## IDENTIALITY AGREEMENT

This agreement, made this 10<sup>th</sup> day of November, 1989, by and between Dr. B. Davis (hereinafter referred to as "bjm"), and Boehringer Ingelheim Corporation, of Ridgefield, Connecticut and West Germany, (hereinafter referred to as "BI")

~~\* International GmbH \* KG~~  
WITNESSETH

Whereas, bjm possesses certain confidential trade secret information, data and know-how relating to products for the treatment of Alzheimer's disease and related dementias ("product"); and

Whereas, BI wishes to receive said confidential trade secret information, data and know-how for the purpose of evaluating same to determine its commercial interest therein; and

Whereas, bjm is agreeable to providing BI with said information upon the terms and conditions as stated hereinafter,

Now, therefore, in consideration of the foregoing mutual premises and mutual covenants recited herein, the parties hereto agree as follows:

1. "Confidential Information", as used herein, means any and all information relating to the product furnished by bjm to BI, either directly or indirectly, with the exception only of the following:

(a) Information that as of the date of receipt by BI is publicly available or subsequently becomes so without fault on the part of BI;

(b) Information that at the time of receipt by BI was known to it from its own sources;

(c) Information that at any time is received in good faith by BI from a third party that was lawfully in possession of the same and had the right to disclose the same; and

(d) Information that the parties hereto mutually agree to release from the terms of this agreement.

2. Promptly following execution of this Agreement, bjm shall provide BI with such information that bjm has in its possession relating to the product as may be necessary and sufficient for BI to determine its commercial interest therein.

3. BI agrees to receive and maintain in confidence all Confidential Information to no one other than its officers and employees or governmental regulatory officials who are directly concerned with its evaluation, and shall take all reasonable precautions to prevent the disclosure of Confidential Information to any unauthorized person, firm, or company. Upon disclosing Confidential Information to its officers and employees or governmental regulatory officials, BI shall advise said officers and employees of the confidential nature thereof, and shall use

reasonable efforts to prevent the unauthorized disclosure of such information by such officers and employees.

4. BI agrees not to use Confidential Information for any purpose other than the evaluation referred to in Paragraph 2 above without first obtaining the express written consent of bjm to do so or except pursuant to a further contractual arrangement between BI and bjm.

5. In the event BI does not wish to pursue product following its review, BI, at bjm's request, shall return all confidential information to bjm.

6. It is understood and agreed that the obligations of BI under this agreement shall continue for a period of ten (10) years from the date hereof, at the expiration of which period such obligations shall terminate.

7. It is understood that the obligations of BI under this agreement apply also to all other affiliates of BI.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be executed, in duplicate, by its duly authorized representative as of the date first above written.

Boehringer Ingelheim Corporation

~~Integrated~~ <sup>KG</sup> ~~and BtH~~

By [Signature] / [Signature]  
Title PPA I.V.

Date Nov. 15. 89

By [Signature]  
Bonnie M. Davis, M.D.

Date Nov. 10, 1989